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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

Chapter 11

Motors Liquidation Company., *et. al.*

Case No. 09-50026 (REG)

Debtors.

Jointly Administered

BMW Hybrid Technology Corp., and certain of its affiliates, (“BMW Group”) by its undersigned counsel, hereby files its objection to the Notices of Debtors’ Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property (the “Assignment Notices”), served upon the BMW Group by the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) pursuant to this Court’s Bidding Procedures Order dated June 2, 2009 [Doc. No. 274] (the “Bidding Procedures Order”).

1. The BMW Group has received various Assignment Notices directing BMW Group to the appropriate website for assumption and assignment information.

2. The Assignment Notices mailed to “BMW Group” provided a certain “User ID” credential. Upon accessing the website with the User ID, the only contract listed is designated “Removed” (the “Removed Contract”). The website indicates that a “Removed” contract “will not be assumed and assigned” at this time.

3. Assignment Notices directed to “BMW Hybrid Technology, LLC” provide two different sets of “User ID” credentials. Upon accessing the website with each User ID, there are a total of two contracts listed, one contract per User ID (the “Mystery Contracts”).

4. The “contract type” for each of the Mystery Contracts is identified as “tbd” and the “contract name/description” field is blank for each of the Mystery Contracts.

5. The BMW Group files this objection as it is unable to ascertain which contracts are currently subject to a pending Assignment Notice.

6. The BMW Group requested an extension of time to object based upon the Debtors’ contract identification deficiencies, but the extension request was denied.

Memorandum of Law

7. The BMW Group is unable to identify the Mystery Contracts and it appears the Removed Contract is not at issue. Therefore the BMW Group is unable to file any type of a substantive objection. Therefore, the BMW Group respectfully requests that the Court deem satisfied or, alternatively, waive any requirement of the filing of a separate memorandum of law.

Conclusion

WHEREFORE, the BMW Group respectfully requests that the Court enter an Order: (i) denying the assumption and assignment of the Removed Contract and Mystery Contracts, (ii) directing the Debtors to provide sufficient information to identify any and all BMW Group

contracts to be assumed and assigned; and (iii) granting BMW Group such other and further relief as is appropriate.

Respectfully submitted by:

JAFFE RAITT HEUER & WEISS, P.C.

By: /s/ Richard E. Kruger
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